Renters Guide

to Seattle



Seattle Office of Housing

618 2nd Avenue, 8th Floor Seattle, WA 98104-2232 (206) 684-0721 www. cityofseattle.net/housing



Seattle Office of Housing

2001 Edition

Seattle Office of Housing

618 2nd Avenue, 8th Floor Seattle, WA 98104-2232 (206) 684-0721 www. cityofseattle.net/housing

The Seattle Office of Housing invests in and promotes the development and preservation of affordable housing that offers the opportunity for our city to thrive.

A Renter's Guide to Seattle

Table of Contents

Looking for Housing in Seattle	
Resources for Finding Housing	2
Making an Agreement with your Landlord	3
Deposits and Fees	5
Inspection	7
Tenant/Landlord Responsibilities	15
Repairs	17
Right of Entry	18
Ending Tenancy	19
Just Cause Eviction	20
Discrimination	23
Court	23
Resources and General Information for Renters	24
Low-income Housing	24
Help for Tenants	24
Help for Seniors	25
Emergencies and Homelessness	27
Information for Landlords	27
Housing Code Complaints	28
Rent Assistance	28
Utility and Energy Assistance	28

It can be challenging to find an affordable place to rent during our city's time of growth. This is a challenge that we must face together. Landlords, tenants, city government and many other partners need to create innovative solutions so that affordable housing is available to everyone in Seattle.

The Seattle Office of Housing has prepared this booklet to provide a guide to renting in Seattle. It describes responsibilities for tenants and landlords. As we all know, most landlord-tenant relationships are smooth ones, but occasionally there is a dispute. This booklet describes some of the more common causes for disagreement, and some of the remedies.

The City government agency that handles most landlord and tenant issues is the Department of Design, Construction and Land Use. Their phone number is 684-8850.

For general information about housing, contact the Seattle Office of Housing at 684-0721.

Very truly yours,

Paul Schell Mayor



This handbook is intended for quick reference only. It is not a complete summary of all applicable regulations or of the State Landlord-Tenant Act.

Tenants should not rely upon this handbook for

advice about their particular situation. Tenants are

advised to obtain and read all laws and regulations that may affect their tenancies in order to make informed decisions. Tenants may also need to seek additional legal or other advice about the applicable laws and regulations.

Contributing to this guide: Husky Housing Handbook University of Washington



· Rent Assistance

Salvation Army

Limited rent assistance to help people with move-in costs, people faced with eviction, and rent subsidy for homeless families with dependent children transitioning into permanent housing. Must be referred. Call between 8:30 a.m. and 9:00 a.m., Monday through Friday.

Address: 1101 Pike St., Seattle, WA 98101

Phone: (206) 447-9944

Mutual Interest: 206-841-5305

Security deposits for low-income tenants

www.mutualinterest.org

Utility Assistance for Low-income Households

Human Services Department

Address: 618 2nd Avenue, 7th FI., Seattle, WA 98104-Phone: (206) 684-0268 TDD: (206) 684-0274

Central Area Motivation Program (CAMP) Assistance to help low-income clients pay oil, gas and electric heating bills. Assistance is based

on household income.

Address: 722 18th Avenue, Seattle, WA 98122-4704

Phone: (206) 328-2356

Seattle City Light

Emergency Low-income Assistance (ELIA)

Address: 700 Fifth Avenue, Suite 2542, Seattle, WA

98104

Phone: (206) 684-3688 www.cityofseattle.net/light/

Office of Housing HomeWise Progra

HomeWise Program (206) 684-0244 Free weatherization for qualified tenants www.cityofseattle.net/housing/HomeRepair&.htm

Looking for Housing in Seattle

Seattle offers a great variety of housing options, in every neighborhood. Throughout Seattle's history, nearly every one of its residential neighborhoods has offered a range of housing types—from inexpensive studio apartments to large, single-family homes. The challenge, however, is to find an affordable apartment where you want to live.

The most complete listings of apartments and houses for rent are in the daily newspapers, but weekly papers, neighborhood papers, bulletin boards at neighborhood gathering places, word-of-mouth referrals and the internet are all good sources of information on available rentals. For lower-income people, this handbook includes listings of resources and organizations that can help an individ-

ual or a family find affordable housing, often with subsidized rent.

The first section of this handbook describes everything from moving in to moving out.

Most landlord-tenant relationships are good ones, but occasionally there is a dispute. The second section of this handbook describes the rights and responsibilities of a tenant and of a landlord. It describes what you should require and what you can expect. It also provides lists of resources when you need help with a landlord-tenant dispute.

The Seattle Office of Housing is the City department responsible for preserving affordable housing. The Department of Design, Construction and Land Use (DCLU) is the City agency primarily responsible for enforcing landlord-tenant ordinances in Seattle. The rental housing market is largely influenced by private-market forces, but City government does play a role.

variety of housing, from inexpensive studios to large, singlefamily houses

Seattle has a



Resources for Finding Housing in Seattle

Seattle Daily Papers

The Seattle Post-Intelligencer and Seattle Times Saturday morning and Sunday editions contain the most complete list of classified ads.

www.seattle-pi.com www.seattletimes.com

Citywide Weekly Papers

The following papers are available at many newsstands, sidewalk boxes and stores.

- Seattle Weekly www.seattleweekly.com
- The Stranger www.thestranger.com
- Little Nickel www.littlenickel.com



Neighborhood Weekly Papers

If you find a neighborhood you like, check in a local supermarket and other outlets for the weekly neighborhood paper where you will find ads for the latest apartments and houses for rent.

Neighborhoods

If you have a particular neighborhood you want to live in, visit the area. Look for "For Rent" signs. Talk to managers of any apartment buildings you see and like. Consider putting in an application even if there aren't any current vacancies. Check out bulletin boards at the:

Post Office Laundromat Supermarket

Utility Rate Discount Program: (206) 684-0268 Utility discounts for qualified seniors and disabled persons.

www.cityofseattle.net/hsd/1002/default.htm

Mutual Interest: 206-841-5305 Security deposits for low-income tenants www.mutualinterest.org

EMERGENCIES AND HOMELESSNESS

Crisis Clinic: 206-431-3222

Community Information Line: 206-461-3200 *Immediate help in crisis, shelter referrals*

www.crisisclinic.org

Human Services Department: 206-684-0260 Information about shelters and other assistance www.cityofseattle.net

Domestic Violence Hotline (24 hours): 800-799-SAFE Help and referrals for victims of domestic violence www.cityofseattle.net/hsd/2002/default.htm

INFORMATION FOR LANDLORDS

Apartment Association of Seattle & King County 529 Warren Ave. North 206-283-0816 Advice and information for apartment owners www.aask.com

HomeWise Program (206) 684-0244 Free weatherization for qualified buildings; energy conservation upgrades for eligible buildings. www.cityofseattle.net/housing/HomeRepair&.htm

ADDITONAL RESOURCES

Housing and Building Code Complaints

Department of Design, Construction and Land Use (DCLU)

Address: 700 5th Ave., 19th Floor, Seattle, WA 98104

Phone: (206) 684-7899



Dispute Resolution Center: 206-443-9603 Landlord/tenant dispute resolution

www.kcdrc.org

Columbia Legal Services: 206-464-5933

Legal help for eligible senior, public housing and low-

income tenants

www.wata.org/resource/legal/agencies/columbia.htm

Apartment Association of Seattle & King County 529 Warren Ave. North 206-283-0816 Advice and information for apartment owners www.aask.com

HELP FOR SENIORS

PorchLight Center—Senior Housing Program Low-income housing for seniors

Main Number: (206) 239-1500

Information Line: (206) 615-3422

Address: 907 NW Ballard Way, Suite 200 Seattle, WA 98107-0439

www.sea-pha.org/residentinform/porchlight.htm

Homesharing for Seniors 1601 Second Avenue, Suite 800 Seattle, WA 98101 Phone: (206) 448-5725 TDD: (206) 448-5025 Open Monday through Friday, 8:00 a.m. to 4:30 p.m. http://www.seniorservices.org/pages/programs/ homeshare.htm

Senior Information and Assistance.

Address: 1601 Second Avenue, Suite 800, Seattle,

WA 98101

Phone: (206) 448-3110 or 1-800-972-9990

TTY: (206) 448-5025 www.seniorservices.org

Mayor's Office for Senior Citizens: 206-684-0500
Information and referrals for seniors
www.cityofseattle.net/hsd/1002/default.htm

Making an Agreement with your Landlord

There is no typical landlord. Your landlord may own only the building you live in, or your landlord may be a large corporation that owns many buildings. In the latter case, there may be a building manager. Get to know him or her. This is the time to negotiate with the landlord, find out about fees and deposits and the refundability of those. Be sure to keep a copy of any correspondence for yourself. Landlords and tenants like to feel each is trustworthy and reasonable.

Tenant obligations include:

- Understanding all the terms of the rental agreement.
 If it's in writing, read it carefully and ask questions if you are unsure about anything in the agreement.
- Paying rent on time. If you pay late, you may get a late-service fee charged for each day the rent is overdue; if your check bounces, you may get a returned check fee.
- Following the terms of your agreement.

References

Your landlord may require you to provide personal or credit references and require certain move-in costs before you move in.

About Rental Agreements

Rental agreements may be oral or in writing. Even though, legally, your rental agreement may not be required to be in writing, it is to your advantage to get it in writing. If you do make an oral agreement, make sure a witness is present. Typically, written agreements must be signed by both parties and serve as a binding document. However, the courts interpret the validity of unsigned agreements differently depending on which party hasn't signed the agreement and whether the agreement is month-to-month or lease.



Within the Seattle city limits, there is a "just cause" eviction ordinance giving specific restrictions about evictions. (See page 20)

- Read, read, read! Make sure you understand the agreement and its implications. If you have any questions about any of the terms of the agreement, make sure they are answered to your satisfaction BEFORE you sign.
- Get all promises written into the agreement BEFORE you sign. Include in the written agreement any repairs, deposits, or conditions of tenancy to which the landlord has agreed.
- Keep a copy for future reference in a safe place.
- Yes, you can get out of an agreement—if both parties agree or if the agreement is invalid.
 Because this can be a complex process, you may need to seek advice from a tenant association or an attorney.

It's always to your advantage to get your contract in writing!



HUD - Fair Housing Division

Address: Seattle Federal Office Building

909 First Avenue, Suite 200, Seattle, WA 98104

Phone: (206) 220-5172 TDD: (206) 220-5185

Washington State Human Rights Commission Address: 1511 Third Ave., Suite 921, Seattle, WA

98101-1508

Phone: 1-800-605-7324 / (206) 464-6500

TDD: (206) 587-5168

Tenant/Landlord Questions

Extensive information on Landlord-Tenant issues can be found at the following website:

http://www.ci.seattle.wa.us/dclu/publications/landlord.pdf

The Department of Design, Construction and Land Use (DCLU)

Information relating to evictions, residential demolitions, condominium conversions, eligibility for relocation assistance and collection and disbursement payments authorized by the Tenant Relocation Assistance Ordinance.

Address: 700 5th Ave., 19th FI, Seattle, WA 98104 Phones: (206) 684-7867, (206) 684-7899 or (206) 386-9733

The Seattle Tenants Union Information on tenant rights.

Address: 3902 S. Ferdinand St., Seattle, WA 98144

Tenants Union Hotline: (206) 723-0500

TDD: (206) 723-0523

http://www.tenantsunion.org/

Attorney General – State of Washington Information and referral on landlord-tenant issues

Phone: (206) 464-6684 TDD: (206) 464-7293

www.wa.gov/ago/consumer/lt/home.html



Resources and General Information

Note: All Seattle Public Libraries provide free access to computers with Internet access.

Office of Housing: 206-684-0721

General information about housing issues

www.cityofseattle.net/housing/

Citizens' Service Bureau: 206-684-8811

Register complaints, get referrals to City services

www.cityofseattle.net/don/csb.htm

Department of Design, Construction & Land Use (206) 684-7899

Housing Code, zoning, permit and inspection information.

www.cityofseattle.net/dclu/

LOW-INCOME HOUSING

Seattle Housing Authority PorchLight Program: 206-239-1500
Information, waiting list for public housing www.sea-pha.org ('Housing Assistance')

Seattle-KC Housing Development Consortium: 206-682-9541 Information on 10,000 units of nonprofit housing www.hdc-kingcounty.org

HELP FOR TENANTS

Discrimination

Seattle Office for Civil Rights

Address: 700 Third Avenue, Suite 250, Seattle, WA

98104-1849

Phone: (206) 684-4500 TDD: (206) 684-4503

Deposits or Fees

There are several kinds of deposits and fees. Security or damage deposits are paid to the landlord to guarantee the tenant's performance according to the lease or rental agreement. There are various other fees that are often charged, which may or may not be refundable. All agreements providing for payment of a deposit must be written. If all or part is nonrefundable, this must be specifically stated in writing in the rental agreement. State law says that non-refundable fees cannot be referred to as "deposits."

Here is a list of the most common deposits requested by landlords:

- Holding deposits are paid to keep a unit open for you option to move in. As of July 28, 1991, the landlord can only require such a deposit after you have been offered a rental unit. This deposit agreement must be in writing and has to state under which conditions, if any, the deposit or fee will be refunded; but, again, the agreement must notify you of than fact. If you do move in, this deposit must be applied to your first month's rent.
- Security or Damage Deposits protect your landlord from any possible monetary losses you might cause, such as physical damage to the property or unpaid utility bills or rent. These deposits must be held in a trust account for the length of your tenancy. Your landlord cannot withhold any of the damage deposit for normal wear and tear. A damage deposit may only be collected if there is also a statement or checklist describing the condition of the premises as of the time you move in.
- Cleaning fees are used to clean the unit after you move out. Some landlords require a non-refundable cleaning fee which you can't recover no matter how clean you leave the place. If this is the case, your



- rental agreement must clearly state that the cleaning fee is not refundable.
- First and last month's rent are not deposits or fees. They are rents paid in advance for your first and last months of tenancy.
- Application or screening fees may be charged to cover the cost of obtaining background information on prospective tenants.

There are no limits on the amount your landlord can ask for in deposits. And, if you're a month-to-month tenant, your landlord can change the requirements for deposits by giving you written notice 30 days before the end of the rental period.

Within 14 days after you move out, or within 14 days after the landlord has learned that the premises were abandoned, your landlord must either:

- 1. Refund your deposit; or
- 2. Give you a written itemization of the reasons all or part of the deposit will be retained and pay you the remainder due.

This notice and the amount to be refunded should be given to you in person or mailed to your last known address. Remember to leave a forwarding address. It is best to check the unit with your landlord and for both of you to sign a damage checklist before you give over your keys.

It is important to note that the damage deposit is not the maximum amount you may have to pay if you damage your rental unit. Your landlord could sue for out-of-pocket expenses if those expenses exceed the amount of the damage deposit. And if your landlord wins, you may be liable for attorney's fees.

If your landlord fails to refund your deposit within the stipulated 14 days, you may sue to recover your

Discrimination

Landlords may not legally refuse to rent to you or treat you differently because of your sex, marital status, race, creed, color, national origin, physical disability, political ideology, sexual orientation, religion, children, ancestry, age, gender identity, parental status, possession or use of a Section 8 Certificate, or the presence of any sensory, mental or physical handicap, or the use of a trained guide dog or service dog by a handicapped person.



Court

Landlord-tenant disputes (other than evictions) that cannot be settled by talking it out, and that involve less than \$2,500, may be taken to Small Claims Court to be resolved. Disputes that involve more than \$2,500 or involve an eviction must be handled in another court. Small Claims Court is very useful because it affords quick access to the courts at a low cost. Neither side is allowed to have a lawyer. But you must still bring your witnesses and any written evidence. Because Small Claims Court is informal, it is important that you be able to tell your side of the story simply and quickly. Contact Small Claims Court for more information at (206) 296-3550 or visit their web site: www.metrokc.gov/kcdc/smclhome



- An emergency order to vacate the unit has been issued and the tenant fails to vacate by the specified time.
- The owner seeks to discontinue the use of an accessory dwelling unit pursuant to a notice of violation of development standards.
- The owner wants to move in, or have a family member move in, and use the unit as that person's principle residence and no substantially equivalent unit is available.

An eviction notice must be given to you personally if you are home. If you aren't home, a copy of the notice must be given to an adult at your place and a second copy must be mailed to you. If no one is home, one copy of the eviction notice must be conspicuously posted on the property and a second copy mailed to you.

NOTICE PERIODS FOR DIFFERENT KINDS OF EVICTIONS:

- 3-day notice to pay rent or move out.
- 3-day notice to move out for destroying property or creating a nuisance, including drug-related activity, gang-related activity or unlawful use of a firearm or other deadly weapon that endangers others in or near the premises and that results in an arrest.
- 3-day notice for trespassers.
- 10-day notice to comply with terms of the rental agreement or move out.
- 20-day notice to terminate your tenancy (only when combined with a "just cause" in Seattle, and only if other notice is not required).
- 90-day notice to convert to a condominium.
- 90-day notice for major renovation, rehabilitation or change of use.
- 60-day notice for sale of a single-family home.

deposit. If the amount of your claim is less than \$2,500, you can file in Small Claims Court:

King County District Court (206) 296-3550. www.metrokc.gov/kcdc/smclhome.htm

Inspection

Carefully inspect the place with your landlord. You may also want a second witness along. Use the Building Code Checklist and the Housing Inventory Checklist on pages 8 to 14 to determine the condition of the unit. Make a list of existing damages and ask the landlord to repair them prior to signing a lease or rental agreement.

If the landlord will not agree to the inspection or will not sign the inspection form, you should do the following:

- Inspect premises.
- Have a person who lives somewhere other than the unit accompany you as witness.
- Make a written report.
- Date it (notarizing will clearly fix the date).
- Take pictures, if you can, of any damage; initial and date pictures on the back.
- Send notice of your inspection results to landlord.
- Keep this evidence in a safe place.
- Know whereabouts of the person inspecting with you in case they need to act as your witness in court.

Get everything in writing and keep a copy for your records. This will help you legally to settle potential claims for any damages assessed when you are ready to move out. If your landlord agrees to make additional improvements, be sure to get these promises in writing.



HOUSING INVENTORY CHECKLIST

AREA/ITEM	CONDITION			
KITCHEN				
Garbage Disposal				
Faucet/Drain/Sink				
Hot/Cold Water				
Refrigerator				
Windows				
Floors				
Paint				
Cabinets				
Oven/Stove				
DINING AREA				
Lighting				
Floor				
Paint				
Windows				
Carpet				
Other (specify)				
LIVING ROOM				
Carpet/floor				
Drapes/Curtains				
Paint				
Windows				
Sofa/Couch				
Tables/Chairs				
Fireplace				
Light fixture				

- The owner has notified the tenant in writing of overdue rent at least 4 times in a 12-month period.
- The tenant does not comply with a material term of a lease or rental agreement within 10 days of receiving a notice to comply or vacate.
- The tenant does not comply with a material obligation under the state Landlord/Tenant Act within 10 days of a notice in a 12-month period.
- The owner has given at least 3 10-day notices in a 12-month period.
- The tenant causes waste or nuisance or maintains an unlawful business or is involved in drug-related activity and does not vacate the premises within 3 days of notice.
- The tenant engages in criminal activity, which substantially affects the health and safety of others in the building or on the premises adjacent thereto.
- The owner does not wish to share the owner's own housing unit with the tenant or wishes to discontinue the tenancy of a tenant residing in an authorized accessory dwelling unit.
- The tenant's occupancy is conditioned upon employment on the property and that employment is terminated
- The owner wants to substantially rehabilitate the unit and has acquired a tenant relocation license and necessary permits.
- The owner converts the unit to a condominium.
- The owner wants to demolish the unit and has acquired a tenant relocations license and necessary permits.
- The owner wants to sell the unit, and it is a single-family residence.
- The owner wants to move in, or have a family member move in, and use of the unit as that person's residence, and no substantially equivalent unit is available.
- The owner needs to discontinue the use of an illegal unit pursuant to a notice of violation.
- The owner needs to reduce the number of tenants to come into compliance with the Land Use Code.



move out without giving proper notice, you could be responsible for additional rent. Although it is your landlord's responsibility to try to find another tenant as soon as you move out, it is to your advantage to refer potential renters to your landlord.

If you are a month-to-month tenant and fail to give proper notice, you can be liable for rent for 30 days after your landlord learns of your vacating. If you are breaking a lease by moving out, you can be responsible for:

- More rent: the lesser of the rent for the rest of the term or the rent due for the length of time the place stays vacant, plus the difference between your rent and the lower rent if the landlord can only find renters at a lower price;
- Any costs to your landlord as a result of finding a new tenant;
- If your landlord sues you for breaking your lease, you could also be responsible for court costs and reasonable attorney's fees.

Just-Cause Eviction

The City of Seattle has a Just Cause Eviction Ordinance which limits reasons a tenancy may be terminated. The reason must be stated in a written and properly delivered eviction notice. If the reason your tenancy is terminated is substantial renovation, change of use, or demolition, relocation assistance may be available. You should contact DCLU at 684-7899 or check their website:

www.ci.seattle.wa.us/dclu/publications/landlord.pdf

The "Just Causes" are limited to:

 The tenant fails to pay rent within 3 days of a notice to pay rent or vacate.

AREA/ITEM	CONDITION	
BATHROOM		
Paint		
Floor/Carpet		
Faucet/Drain/Sink		
Hot/Cold Water		
Toilet		
Shower/Bath		
Windows		
Mirror		
Doors and Cabinets		
Towel Racks		
BEDROOM(S)		
Carpets/Floors		
Drapes/Curtains		
Paint/Walls		
Windows		
Bed		
Closet		
Drawers/Dresser		
Doors		
GENERAL		
Locks		
Smoke Detector		
Signs of Insects/Rodents/ Mold		
Bare/Exposed Wiring		
Stains on Ceilings/Walls		



Housing Code Checklist

Instructions: Carefully read through all the items on the checklist. Check each room if you need to for the proper number of outlets, correct plumbing, etc. Each time you check *no* to a question, you probably have a violation.

General

Yes	No	Is your unit reasonably watertight? (Rain and outside air doesn't come into the building.)
Yes	No	Are all the painted areas that are accessible to children painted with non-toxic paint?
Yes	No	Are all exterior wood surfaces protected from decay by paint or treatment?
Yes	No	Are your roofs, floors, walls, chimneys, etc., free from decay and watertight?
Yes	No	Is your cellar/basement dry?
Yes	No	Do all basement rooms used for human habitation have non-dirt floors? (Dirt floors are not allowed).

Heat

пеаι		
Yes	No	Is your heat at least 65 degrees between 7:00 a.m. and 10:30 p.m. and 58 degrees between 10:30 p.m. and 7:00 a.m. from Sept. 1 to June 30? (Please note, all degrees noted are on the Fahrenheit scale.)
Yes	No	Is your heating facility capable of providing an inside temperature of 58 degrees when it is less than 24 degrees outside?
Yes	No	Is your heating device of an approved type and maintained in a safe manner? (No unvented or open flame heaters are allowed.)

Otherwise, the landlord cannot enter your place without your consent, although your consent may not be unreasonably withheld. Your landlord may reasonably ask to enter to make necessary repairs (to supply necessary or agreed services, such as installing appliances); to check for damages; or to show the place to prospective tenants, possible purchasers, repair people, or contractors. The landlord can enter your dwelling only at reasonable hours and must give you at least 48 hours oral or written notice, unless it is an emergency.

Only one day's notice is required to show the place to prospective tenants or purchasers.

Ending Tenancy

If you are a month-to-month tenant and you want to move out, you must give your landlord <u>written</u> notice of your intention to move at least 20 days before the end of the rental period (or 21 days before the rent is due). You can give the notice to your landlord or send it through the mail. Allow sufficient time for delivery by mail. The 20 days begin the <u>day after</u> the notice is delivered. Be sure to keep a copy for your personal records.

If you have a lease (you're renting the place for a specific period of time), your tenancy ordinarily ends when that period is over. You can usually move out without giving notice when the lease expires, but you should check your lease just to make sure. Talk to your landlord to negotiate a new agreement, be it a lease or month-to-month.

Be sure to leave a forwarding address with your landlord and the post office and have all your utilities turned off. Also, make sure you know just how clean your landlord expects the apartment to be when you move out. If you break your lease or



In each case, your landlord has a duty to see that these repairs are completed "promptly."

If your landlord isn't being responsive to your requests for repairs, then you should examine the options provided by the Landlord-Tenant Act.

SAMPLE NOTICE OF PROBLEM:

December 1, 2001

Dear Mr./Ms. Landlord,

I am renting one of your units located at 105 North Street, Apt. 37B, which has the following problems:

- 1. Oven doesn't work:
- 2. Broken lock on front door;
- 3. Mold growing over windowsills.

If you don't repair these problems within the timeframe indicated in RCW 59.18.070 (72 hours when deprived of use of oven, 10 days in other cases), I will use the remedies provided elsewhere in the Landlord-Tenant Act.

Sincerely,

I. M. Tenant

Right of Entry

Your landlord is only authorized to enter your dwelling without your consent when one of these situations exists:



- There is an emergency
- You have abandoned your dwelling

Ventilation and Light

Yes	No	Do all rooms have a window or mechanical ventilation?
Yes	No	Do all windows face a yard, court, street or alley?
Yes	No	Is all ventilation an approved type and in working order?
Yes	No	Does at least one window in each room open and stay open? Required ventilation may not be painted or nailed shut.

Electrical Equipment

Yes	No	Do all rooms, except the kitchen, have 2 outlets and 1 supplied electric light fixture?
Yes	No	Does kitchen have 3 outlets and at least 1 supplied electric light fixture?
Yes	No	Is at least 1 outlet in the kitchen unobstructed?
Yes	No	Do bathroom, laundry room, furnace room, toilet room and public hallway have at least one light fixture?
Yes	No	Is your unit free from defective, loose or exposed wiring?

Plumbing Yes No.

103	140	and connected to a sanitary sewer or approved private sewage disposal system?
Yes	No	Are all toilets flush type and in good working order?
Yes	No	Is hot water provided at not less than 100 degrees and available no more than 2 minutes after turning on?
Yes	No	Is the bathtub spout above the flood level rim of the tub?
Yes	No	Do sink/tub have proper drainage?
Yes	No	Are sinks, tubs and toilets leak-free?

Are all plumbing fixtures trapped vented



Kitchen

Yes	No	Does kitchen have sink with proper
		drainage, maintained in safe and sanitary condition?
Yes	No	Does kitchen have counter workspace?
Yes	No	Does kitchen have cabinets for storage of cooking utensils and dishes?
Yes	No	Does kitchen have approved cooking appliances or adequate space for their installation? (Gas hot plates are not allowed.)
Yes	No	Does kitchen have a refrigerator or adequate space for its installation?
Yes	No	Does kitchen have counter and splash backs of an impervious, water-resistant surface?

Sanitation

Yes	No	Is bathroom a separate room?
Yes	No	Is access to the bathroom possible without
		entering another's bedroom?
Yes	No	Is bathroom separated by a door from the
		room where food is prepared?
Yes	No	IF YOU LIVE IN A HOTEL—Is there 1
		lavatory for each 10 guests and at least 1
		bath or shower accessible from a public
		hallway for each 8 occupants?
Yes	No	IF YOU LIVE IN A HOUSEKEEPING OR
		GUEST ROOM —Is there at least 1 toilet, 1
		lavatory and 1 bathroom or shower
		accessible from a public hallway for each 8
		occupants?

Security

Yes

[SFD] exempt except where indicated with [SFD] notation.)
Are unattended building entrance doors self-closing and equipped with a dead latch? (Single-housing units excluded).

(Detached single-family dwellings

- spicuously placed notice on the premises.
- Provide a checklist inspection if a security deposit or fee is charged.
- Provide adequate smoke detectors.

Repairs

If your place needs repairs which are your landlord's obligation to make (Tenant / Landlord Responsibilities), the Landlord-Tenant Act provides several options. Before you can exercise any of these options, you must deliver written notice to either the landlord or whoever collects the rent. Your



notice of repair should include the date, the location of your dwelling, the name of the owner, if known, and the nature of the problem. Keep a copy of the notice. You must also be current in rent and utilities in order to avail yourself of most of these options.

After receiving your written notice, the landlord has "reasonable time" to begin repairs. The seriousness of the problem determines the length of "reasonable time":

cold water, electricity or when the repairable problem is possibly dangerous to your

health and safety.

72 hours When the tenant is deprived of use

of refrigerator, range, oven, or

major plumbing fixture.

10 days In all other cases.



No

- Landlord-Tenant Act or State and local laws).
- Don't engage in or allow others to engage in drug-related activity at the rental premises.

If you don't fulfill your obligations as a tenant, the Landlord-Tenant Act does provide remedies to your landlord. If he/she suffers damages or losses because you didn't carry out your duties, your landlord could:

- Sue you
- Submit the situation to arbitration
- Evict you (with proper notice)

Landlord Responsibilities

The landlord is obligated to:

- Maintain and repair the premises in compliance with codes, statutes, ordinances, or regulations governing the maintenance or operation of the premises.
- Maintain all the structural components of the dwelling in reasonably good repair (roofs, floors, walls, chimneys, fireplaces, foundations).
- Keep common areas reasonably clean, sanitary and safe; e.g., laundry rooms, garages, pools, etc.
- Control infestation by insects, rodents, and other pets, except during tenancy in a single-family unit.
- Provide adequate locks and keys.
- Maintain the electrical, plumbing, heating, and other rental facilities and appliances in reasonably good working order.
- Maintain the premises in reasonably weathertight condition.
- Provide garbage pick-up service and trash cans, except in the case of single-family residences.
- Provide adequate facilities to supply heat, water, and hot water.
- Designate the name and address of the landlord by statement in the rental agreement or a con-

- Yes No Are entrance doors from interior corridors to unit without glass and capable of resisting forcible entry equal to a single panel or hollow-core door 1-3/8 inch thick?
- Yes No Are building entrance doors solid or have wire grill over glazed openings or non-shattering glass or 1/4-inch plate glass?
- Yes No [SFD] Do entrance doors to individual units have dead latch with at least 1/2-inch penetration into a strike plate or a dead bolt?
- Yes No IF YOU LIVE IN A HOTEL—Does the door to your unit have a chain door guard or a barrel bolt on the inside?
- Yes No [SFD] Does your unit entrance door have a visitor observation peep-hole?
- Yes No Were your locks changed when you moved in? (Hotels and other dwellings housing transients are exempt from this requirement).
- Yes No [SFD] Are all exit doors openable from the inside without the use of keys?
- Yes No Are all doors to storage, maintenance and building service rooms self-closing and self-locking?
- Yes No Are deadbolts or another approved locking system on sliding patio doors installed so that mounting screws are in accessible from the outside?

Fire

- Yes No Are all interior stairways enclosed with walls that are not less than 1-hour fire resistive construction? Or is there a sprinkler system in the building hallways, storage rooms, stairways, janitor rooms, etc.?
- Yes No Are all exterior stairways noncombustible or constructed of wood not less than 2 inches nominal thickness?



Yes No Do you have at least 2 exits? (In buildings under 4 stories, one may be a fire escape if it meets certain code requirements).

Yes No Are all exit doors, other than from housing unit, self-closing, self-latching and openable from the inside without a key or any special knowledge or effort?

I certify the following inventory for					
Address		_was conducted on	Date		
Signature		Printed Name			
Address					
City	State		Zip		
Phone Number					

If you find any violations, mail to:

City of Seattle
Dept. of Design, Construction & Land Use
Code Compliance Program
700 Fifth Avenue, Suite 2000
Seattle, WA 98104-5070

The Landlord-Tenant Act

www.ci.seattle.wa.us/dclu/publications/landlord.pdf

In Washington, the rights and responsibilities of landlords and most tenants in residential housing are governed by the Residential Landlord-Tenant Act of 1973, RCW 59.18.

The Landlord-Tenant Act generally applies to residences or sleeping places which are rented in homes, multiplexes and apartments.

There are a number of circumstances in which the Landlord-Tenant Act does not generally apply; for example, hotels or motels, live-in maid quarters and correction facilities.

Tenant Responsibilities

- Pay your rent and any utilities at the times and in the amount provided for in the rental agreement.
- Keep the premises as clean and sanitary as conditions permit.
- Don't allow trash to accumulate and dispose of it properly.
- Assume cost of extermination and fumigation for infestation caused by you; e.g., if your cat has fleas, you are responsible for the cost of extermination of the fleas.
- Properly use and maintain all electrical, gas, heating, plumbing, and other fixtures and appliances supplied by the landlord.
- Don't allow a nuisance to continue (a constantly barking dog, all-night loud stereo playing, etc.)
- When you move out, be sure to clean everything.
 You aren't responsible for reasonable wear and tear or problems caused by the landlord's failure to comply with his/her obligation.
- Follow obligations and restrictions contained in the rental agreement concerning the use and maintenance of your dwelling unit (as long as these restrictions are not in violation of the

